


FM-EK17 Datum: 01.06.2022 Rev: 01 erst. + freigb.: MSt Geprüft: TM Seite: 1/4	<h2>Terms and Conditions of Purchase</h2>	 SWISS TECHNOLOGY FOR SURGERY
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General Terms and Conditions of Purchase of Robutec AG, Switzerland

1. General

- 1.1 The Agreement between Robutec AG with their registered office at Dornierstrasse 11, 9423 Altenrhein ("ROBUTEC") as well as all group companies affiliated with Robutec AG within the operational business structure of Medicel AG as Buyer and the Supplier for the purchase and supply of a product ("Contractual Product") is concluded with the receipt of the written declaration of acceptance of the offer or Purchase Order by ROBUTEC. The Supplier shall send ROBUTEC an order confirmation in written or electronic form immediately after receipt of the Purchase Order.
- 1.2 Requests from ROBUTEC for an offer from the Supplier are non-binding. Offers shall be binding for the Supplier for at least three months.
- 1.3 Any deviating or additional terms and conditions of the Supplier, in particular the Supplier's General Terms and Conditions of Business and/or Sale, shall not apply. Any conflicting or additional terms and conditions of the Supplier are rejected. Declarations in text form which are transmitted or recorded by electronic media, in particular faxes, pdf, tif, jpeg and similar forgery-proof files transmitted as attachments to emails, shall be deemed equivalent to the written form. This excludes email and text messages and other file formats that can be easily modified.

2. Scope of supplies and services

- 2.1 The supplies and services of the Supplier under an Agreement shall be listed in full in the offer, including any enclosures. The Supplier is only authorised to make amendments with the express consent of ROBUTEC, even if these lead to improvements.
- 2.2 For all supplies and services, "Delivered Duty Paid (DDP)" shall apply at ROBUTEC's registered office in Altenrhein, Switzerland, or at the place of fulfilment agreed in the order confirmation in accordance with INCOTERMS 2020. Import customs clearance or taxation is the responsibility of the Supplier.

3. Plans and technical documentation


- 3.1 Technical specifications and information on the quality of the Contractual Product are binding.
- 3.2 Each Contractual Party reserves all property rights and copyrights to plans and technical documents which they have handed over to the other. The Receiving Party acknowledges these rights and will not make the documents available to third parties, in whole or in part, or use them outside the purpose for which they were handed over to them without the express prior written authorisation of the other Party. After completion of the order, they must be returned immediately unrequested at the Buyer's own expense, together with any copies.

4. Prices

- 4.1 All prices are quoted "Delivered Duty Paid (DDP)" at the registered office of ROBUTEC in Altenrhein, Switzerland, or at the agreed place of fulfilment in accordance with INCOTERMS 2020, including packaging which is safe for transport.
- 4.2 The agreed price is a fixed price, the unilateral change by the Supplier after conclusion of the Agreement is excluded.

5. Terms of payment

- 5.1 Payments shall be made by ROBUTEC in accordance with the agreed terms of payment to the bank account specified by the Supplier. Payments shall be deemed to have been made as soon as ROBUTEC's bank has irrevocably released the payment.
- 5.2 Unless otherwise agreed, the term of payment shall be sixty (60) days net after receipt of the invoice. Invoices shall be issued at the earliest after receipt of the delivered Contractual Product by ROBUTEC. If the acceptance test cannot be successfully completed for the reasons stated in Sections 9.5 and 9.6, payment of the purchase price shall be deferred without loss of rebates, discounts or similar price reductions until the acceptance test has been successfully completed. In the event of premature delivery of the Contractual Product, the payment period shall not commence until the agreed delivery date. Insofar as the Supplier has to provide material tests, test reports, quality documents or other documents, the acceptance of the goods also presupposes the receipt of these documents.
- 5.3 Advance payments shall only be due upon express agreement. If advance payments are agreed, the Supplier shall provide appropriate security (e.g. in the form of an irrevocable bank guarantee) at the request of ROBUTEC. Any delay in advance payment does not entitle the Supplier to extend the delivery period or to withhold delivery, provided ROBUTEC is not responsible for the delay.
- 5.4 If payment or advance payment cannot be made in accordance with the Agreement for reasons for which ROBUTEC is not responsible, the Supplier is obliged to agree a new deadline for payment with ROBUTEC. If this cannot be complied with, the Supplier is entitled to withdraw from the Agreement and to demand the return of the Contractual Products at ROBUTEC's expense. The assertion of claims for damages is excluded.

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6. Terms of delivery

- 6.1 Agreed delivery dates are legally binding and must be strictly adhered to. The delivery period begins with the conclusion of the Agreement. The delivery date shall be deemed to have been met if the Contractual Product has arrived at ROBUTEC within the delivery period or on the delivery date. ROBUTEC must be informed of early deliveries, although ROBUTEC is not obliged to accept them.
- ROBUTEC shall notify the Supplier immediately of any rejection of an early delivery.
- 6.2 If it becomes foreseeable that the Supplier will be in default with delivery, they must inform ROBUTEC immediately, stating the reasons for the delay and the presumed duration of the delay in delivery. The Supplier shall do everything at their own expense to avoid delivery delays or to keep these to a minimum. The provisions of Section 6.4 remain reserved.
- 6.3 The delivery date shall be renegotiated between the Parties if delays occur due to force majeure which the Supplier is unable to avert despite exercising due care, irrespective of whether they occur at the Supplier's premises, at ROBUTEC's premises or at the premises of a third party.
- 6.4 ROBUTEC is entitled to charge interest on late deliveries in the amount of one (1) percent of the total order value per commenced week of delay or part thereof, but not less than CHF 250.00, and not more than ten (10) percent of the total order value.
- 6.5 After reaching the maximum amount of default interest, ROBUTEC is entitled to either adhere to the fulfilment of the Agreement or to withdraw from the Agreement. ROBUTEC reserves the right to claim damages resulting from the delay in addition to the interest on arrears in any case. Acceptance of the delayed supplies shall not constitute a waiver of claims for damages.

7. Transfer of risk, transfer of ownership


- 7.1 Subject to any other agreement, the benefit and risk of the Contractual Product shall pass to ROBUTEC in accordance with "Delivered Duty Paid (DDP)" INCOTERMS 2020.
- 7.2 Ownership of the Contractual Product shall pass to ROBUTEC upon receipt of the supplies. Retentions of title are excluded.

8. Shipping, transport and insurance

- 8.1 ROBUTEC shall inform the Supplier in good time of any special requirements regarding shipping, transport and insurance. The goods shall be transported as agreed between the Parties.
- 8.2 The Supplier shall be responsible for complaints in connection with shipping or transport towards the carrier. ROBUTEC shall notify the Supplier of any complaints in this respect immediately after they have been ascertained.
- 8.3 The conclusion and costs of insurance against damage, theft and loss of the Contractual Product during transport shall be the responsibility of the Supplier in accordance with DDP (INCOTERMS 2020), unless otherwise agreed.

9. Notification of defects

- 9.1 The Supplier shall check their supplies for defects and completeness before shipping (outgoing goods inspection) and document the execution and results of the outgoing goods inspection accordingly for ROBUTEC. The corresponding costs shall be borne by the Supplier. Further testing may be requested by ROBUTEC in good time before delivery.
- 9.2 After receipt of the supplies at the place of delivery, ROBUTEC shall inspect these within a reasonable period and notify the Supplier in writing of any defects (incoming goods inspection: visible defects within two (2) weeks and hidden defects within two (2) months). As long as the warranty period is complied with in accordance with Section 10.1, the Supplier waives the right of objection regarding delayed notice of defects.
- 9.3 A record of the incoming goods inspection shall be drawn up and signed by ROBUTEC or their representatives. This states that the incoming goods inspection was successful or, in the case of defects, that it was only carried out with reservations or that ROBUTEC refused to accept the goods. In the latter two cases, the alleged defects shall be recorded individually.
- 9.4 ROBUTEC may not refuse receipt of the goods and signing of the incoming goods inspection report due to minor defects, in particular those that do not significantly impair the functionality of the Contractual Product. Such defects shall be remedied by the Supplier without delay by the date specified by ROBUTEC within the scope of their warranty obligations pursuant to Section 10.
- 9.5 In the event of considerable deviations from the Agreement and/or serious defects, ROBUTEC shall give the Supplier the opportunity to restore the condition in conformity with the Agreement within a period of grace to be determined by ROBUTEC. A further incoming goods inspection shall then be carried out in accordance with this Section.
- 9.6 If breaches of Agreement or serious defects are again detected during this inspection, ROBUTEC can either adhere to the fulfilment of the Agreement by setting a deadline and demand compensation for damages due to the delayed receipt of goods or refuse the receipt of goods for the entire consignment or withdraw from the Agreement, making a claim for the resulting damages.

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9.7 If a defect becomes apparent within six (6) months of the transfer of risk, it shall be presumed that the Contractual Product was already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect. The Supplier must provide proof to the contrary.

10. Warranty claims, liability for defects

10.1 The warranty period is twenty-four (24) months from receipt of the Contractual Product by ROBUTEC, unless otherwise agreed. For replaced or repaired parts, the warranty period shall start anew and last for twelve (12) months from receipt of goods by ROBUTEC.

10.2 Liability for defects in material, design and workmanship: Within the framework of an independent warranty commitment, the Supplier hereby undertakes, at the written request of ROBUTEC, to repair or replace, at their discretion, all parts of their supplies and services that become defective or unusable within a reasonable period to be set by ROBUTEC during the warranty period. Replaced parts remain the property of ROBUTEC, unless ROBUTEC waives this right. The Supplier shall bear all costs incurred for the rectification of defects, including the associated transport, personnel, travel and accommodation costs.

10.3 If the period set by ROBUTEC expires unused or if the defect cannot be remedied within this period, ROBUTEC has the choice of either continuing to insist on rectification or replacement or demanding a reduction in the purchase price or withdrawing from the Agreement, and in any case demanding compensation for damages.

10.4 Liability for contractually warranted properties: Contractually warranted properties are the properties of the Contractual Product which have been designated as such in the Supplier's offer and in the purchase order. If these warranted properties are not fulfilled or are only partially fulfilled, ROBUTEC has the right, at their discretion, to demand either rectification of defects or a reduction in the purchase price or to withdraw from the Agreement, and in any case to demand compensation for damages.

10.5 Supplies and services from subcontractors: The Supplier guarantees the supplies and services of subcontractors to the same extent as their own supplies and services. The assignment of warranty claims of subcontractors by the Supplier to ROBUTEC is excluded without the latter's consent. Subcontractors shall be deemed to be vicarious agents. ROBUTEC must be notified of these upon request.

10.6 Liability for secondary obligations: The Supplier shall be liable for claims of ROBUTEC due to incorrect advice and the like or due to violation of contractual secondary obligations to the same extent as for the main supplies and services.

10.7 Non-performance and poor fulfilment of the Agreement and their consequences: In all cases of poor performance or non-fulfilment of the Agreement not expressly regulated in these Terms and Conditions of Purchase, e.g. if the Supplier starts the execution of the supplies and services at such a late point in time without justifiable reason so that it is obvious that timely completion can no longer be expected, or if execution contrary to the Agreement attributable to the fault of the Supplier can be foreseen with certainty, or if supplies and services have been executed contrary to the Agreement due to the fault of the Supplier, ROBUTEC shall be entitled either to insist on the fulfilment of the Agreement and to claim for damages or to withdraw from the Agreement and to demand repayments already made, as well as to demand compensation for damages they have incurred from the Supplier.

10.8 ROBUTEC does not have to set a new deadline if this can be foreseen to be useless.

11. Further liabilities of the Supplier

11.1 All cases of breach of Agreement and their legal consequences as well as all claims of ROBUTEC, irrespective of the legal grounds, shall be governed by the law, subject to these Terms and Conditions of Purchase.

11.2 The Supplier shall support ROBUTEC in all warning, replacement or recall measures as well as legal disputes with injured parties within the scope of their capabilities, in particular by disclosing and handing over quality assurance documentation for products causing damage or by providing expert appraisals and corresponding literature.

11.3 The Supplier shall provide evidence of a product liability insurance policy with an insured sum of at least CHF 5 million per product liability case and in total per year. Any third party claim against ROBUTEC as a result of a product liability case shall be covered by ROBUTEC and/or their product liability insurance with a right of recourse against the Supplier and/or their product liability insurance, provided that the product liability case is wholly or partly attributable to an act or omission by the Supplier.


12. Duration and termination of an Agreement

12.1 An Agreement expires with the fulfilment of the same.

12.2 Termination for cause: The right to terminate the Agreement for good cause remains reserved, in particular in the event of a significant deterioration in the financial situation of the Supplier and in the event of breaches of Agreement which are not redressed within a remedial period of thirty (30) days.

13. Jurisdiction and applicable law

These Terms and Conditions of Purchase as well as the purchase and delivery agreements entered into by ROBUTEC shall be governed by Swiss law, excluding the conflict of law provisions of the Swiss Federal Act on Private International

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Law and the United Nations Convention on Agreements for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention). The place of jurisdiction is at the registered office of ROBUTEC in Altenrhein, Switzerland. However, ROBUTEC has the right, at their sole discretion, to also bring an action before the ordinary courts at the Supplier's place of business or residence.

14. Severability clause

If any provision of these Terms and Conditions of Purchase is held by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision shall, to the extent possible and within the framework permitted by law, be replaced with a legal, valid and enforceable provision or, if this is not possible, repealed without replacement, while the validity of the remainder of the Terms and Conditions of Purchase shall continue in full force and effect. In the event of replacement of an illegal, invalid or unenforceable provision by a new provision, the latter shall reflect as far as possible the original interests of the Parties.

15. No waiver

If at any time the enforcement of any provision of these Terms and Conditions of Purchase is waived, this does not mean that the enforcement of other provisions is also waived or that the waiver is definitively valid for the future.

16. Right of amendment

ROBUTEC reserves the right to amend these Terms and Conditions of Purchase at any time. Current agreements remain unaffected.